

CERTIFICATE OF PUBLICATION

From THE NEWS-POST

Frederick, Md.

ASSIGNEE'S SALE

OF VALUABLE IMPROVED FREE SIMPLE PROPERTY

Under and by virtue of the power of sale contained in the Second Mortgage from Joseph Martin Murray and Bonnie Jean Murray, his wife, dated the 23rd day of September, 1978, and recorded in Liber 1063, folio 673, among the Land Records for Frederick County, Maryland, the holder of the indebtedness as secured by the Second Mortgage having appointed Seymour B. Stern as Assignee by instrument duly executed, acknowledged and recorded among the Land Records of the County aforesaid, default having occurred under the terms thereof and at the request of the parties secured thereby, the undersigned Assignee will sell at public auction, on

MONDAY, FEBRUARY 28, 1983

AT
10:00 A.M.

AT
FREDERICK COUNTY COURTHOUSE
UNDER THE CLOCK TOWER

All that lot or parcel of land situate, lying and being in the New Market Election District, Frederick County, State of Maryland, and more particularly described as Lot No. 26, Block B, Catoctin View Subdivision.

BEING all and the same real estate which was conveyed unto Joseph Martin Murray and Bonnie Jean Murray, his wife, by Ernest E. Smith and Gaylinn M. Smith, his wife, by deed recorded in Liber 928, folio 322, among the Land Records for Frederick County, Maryland.

The property is located at 115 Catoctin Vista Drive, Mt. Airy, Maryland, and is improved with a split level dwelling of brick and aluminum siding. It contains seven rooms, including three (3) bedrooms and two (2) full baths. It is heated by electric and has central air-conditioning.

TERMS OF SALE: The above mentioned real property and improvements are to be sold in an "as is" condition, and subject to liens and restrictions of record, if any, especially a prior mortgage lien, the balance of which will be announced on the date of sale. A deposit of Seven Thousand and no/100 Dollars (\$7,000.00) in cash, certified check or other instrument acceptable to the Assignee will be required of the purchaser to be paid at the time and place of sale. In the event the purchaser fails to consummate the purchase in accordance with the terms of sale, the deposit or any part of it, may be forfeited at the option of the Assignee. The balance of the purchase price is to be paid within ten (10) days of the ratification of the sale by the Circuit Court for Frederick County, Maryland, unless settlement time is postponed at the sole option of the Assignee, and shall bear interest from the date of sale to the date of settlement at the rate of eleven and one-half percent (11 1/2 %) per annum. Time is of the essence. All risk of loss following the date of sale shall be at the risk of the purchaser. In the event of default, the property shall be resold at the cost and risk of the purchaser and the Assignee shall not be limited by such forfeiture from further availing himself of any additional legal or equitable remedies arising out of such default. Taxes, water rent and all other public charges and assessments payable on an annual basis, including sanitary and/or Metropolitan District charges shall be adjusted to the date of sale and assumed thereafter by the purchaser. All other costs and expenses of conveyancing are to be borne by the purchaser.

There are no representations or warranties expressed or implied with respect to the condition of the property, title, lot size or the accuracy of any matters referred to in this advertisement.

SEYMOUR B. STERN,
Assignee

John M. Robinson, Esquire
Seymour B. Stern, P.A.
118 West Church Street
Frederick, Maryland 21701
(301) 663-5335

Attorney for Assignee
CHARLES D. WATSON, SR.,
Auctioneer

Frederick, Md.

This is to certify, That the annexed

was published in

newspapers published in Frederick County, once a week for

3 successive weeks prior to the day of February, 1983

THE NEWS-POST

Per

K. S. McKenzie

Filed March 3, 1983